

AGENCY SPECIFIC TERM CONTRACT

Contract Title:	ULSD#2 Wet Hose Deliveries
Bid (Contract) Number:	201401519
Commodity Code:	405-19
Effective Dates:	January 6, 2015 – January 5, 2016
P&C Administrator:	Grant Braley
Phone:	(919) 807-4519
E-Mail:	grant.braley@doa.nc.gov
Last Updated:	

Agency

Agency:	North Carolina State University	Agency Contact:	Dianne Pantelides
Phone:	(919) 513-4335	E-Mail Address:	dmpantel@ncsu.edu

Items on Contract

Item	Product Description	Price/UOM
1	ULSD#2 Clear Fuel Via Wet Hose Delivery Hosing to 40 Buses	\$2.7241/Gallon

Contractor

Contractor Information	
Company	Quick Fuel Fleet Services, LLC
Address	11815 West Bradley Road, Milwaukee, WI 53442
URL	http://www.quickfuel.com
Contractor Contact	
Name	Pat Lehman, Sales Representative
Phone	(336) 553-8684
E-Mail	patlehman@jacobusenergy.com

Price Adjustments

- a. All price adjustments under this proposed contract shall be based solely on the change in **average** price of the prices for Ultra-Low Sulfur Diesel #2 listed for the Selma Terminal in the weekly publication, Oil Price Information Service, PADD 1 Report, identified and listed under each terminal, where product is obtained, as published weekly by United Communications Group, Silver Spring, MD, (hereinafter referred to as OPIS.) These prices are the closing prices of the previous Thursday. If there is an abbreviated issue, but the complete listing is available for the Thursday closing prices from OPIS, then the closing prices will be obtained and used in calculating the change in average price. Price adjustments will be made **weekly**.
- b. Any upward or downward change in the average price from one OPIS publication to the next OPIS publication will be added to or subtracted from the previous adjusted price.
- c. The first price adjustment under this proposed contract will be based on the price from the last OPIS publication issue before the bid opening date and the last OPIS publication before the effective date of the proposed contract. Any upward or downward change in this comparison of price will be added to or subtracted from the bid price.

- d. It is the general intent of this proposed contract to allow for price changes each week. In the event the posted prices at the Selma terminal are not published, but the applicable Thursday closing prices are available from OPIS, they will be obtained and used to calculate the average price. If Thursday's prices are not available, then Wednesday's closing prices will be used in the calculation. If neither is available, then the established contract price will not be subject to change until the Tuesday following the next OPIS publication issue which includes this information. This shall apply only to non-consecutive issues which fail to list this information.
- e. If an error occurs in a price listed in and by OPIS, it will be corrected and new average price determined from such correction only if it is confirmed by OPIS prior to its next report.
- f. 405Q Weekly price adjustment notifications will be located at <http://www.ncpandc.gov/dynfuels/fuelcost.asp>.
- g. There is to be no "Fuel Environmental Fee" or "Fuel Recovery Fees" referenced on invoices not approved by the State of North Carolina.
- h. The State reserves the right, based on its sole judgment, to substitute an alternate method for price adjustments and end the use of the OPIS publication as the basis for price adjustments, if:
 - i. An interruption in the OPIS publication is experienced, beyond existing scheduled holidays (Independence Day, Christmas, etc.) or
 - ii. Prices are interrupted, or the average price listed in OPIS becomes non-representative of the North Carolina Market.

If it is determined by the State to be in its best interest to substitute an alternate method of price adjustments, as specified above, the contractor(s) will be notified in writing. The contractor(s) will have **five (5) days** from the date of notification to accept or reject the proposed substitute and provide notification in writing to the Purchase and Contract Division of its decision. If rejected by the contractor(s) the contract may be canceled in whole or part by the State by giving **five (5) days** prior notice in writing to the contractor(s).

Any notice of cancellation, as required herein, shall be transmitted VIA US Mail, Certified, return-receipt requested. The number of days of notice for cancellation shall begin on the day the returned receipt is signed and dated.

Taxes

- b. **FEDERAL:** Generally, States and Political Subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Chapter 32 of the Internal Revenue Code. All agencies participating in the previously mentioned contracts are exempt from Federal Taxes (as provided under Chapter 32 of the Internal Revenue Code). Appropriate exemption certificates will be executed by the using agencies upon contractor's submittal of same.

This office contracts for the previously mentioned products and does not warrant proper use of the fuel by agencies that are party to this contract.
- c. **OTHER:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).
 - i. **Inspection Tax:** All bid prices shall not include the inspection tax of 1/4 cent per gallon.
 - ii. **State Road Use Tax:** All bid prices shall not include the state road use tax.
 - iii. **State Sales & Use Tax:** All bid prices shall not include any state sales and use tax.
 - iv. **Federal Tax:** Federal tax shall not be included in any bid price or invoice as exemption is claimed as provided by Chapter 32 of the Internal Revenue Code.
 - v. **Superfund Charge:** All bid prices are not to include "Superfund Charge", but should be listed on the invoice as a separate line item.
 - vi. **Fuel Surcharges:** No fuel surcharges will be allowed during the contract.
 - vii. **Additional Fees:** Currently there are additional fees that the vendor can pass along to the State of NC. They include the LUST fee, the NORA fee, and the Oil Spill Liability Trust Fund. These would be itemized separately on your invoices to the customer.

Delivery

Bidders are requested to make deliveries within **every weekday** unless otherwise specified by First Transit. The State reserves the right to evaluate delivery offered in determining the award of the proposed contract.

Deliveries will only be made Monday through Friday between the hours of 2:00 AM and 6:00 AM unless an emergency warrants otherwise. Fuel truck should exit First Transit bus lot no later than 6:00 AM.

Transportation Charges

FOB DESTINATION. First Transit, Inc., 6514 Chapel Hill Road, Raleigh, NC, 27607; Attention: Janie Jones, with all freight and any related transportation charges prepaid and included in prices quoted herein. First Transit is the contractor responsible for the Campus Transit Services.